

EXHIBIT B



Terms of Use

Last Modified: September 16, 2016

These Terms of Use (these “Terms”) govern your access to and the use of TopstepTrader, LLC (“TopstepTrader”, “we”, “our” or “us”) Sites or Services, however accessed, including any content, functionality, products and services, information about our products and services, your accounts, and other tools offered. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Privacy Policy which is incorporated herein by reference.

By using our Sites or Services, whether by accessing, creating an account, posting or downloading content or otherwise, you accept and agree to be bound by these Terms. If you do not agree to these Terms, please do not use our Sites or Services. Please read these Terms carefully and make sure that you understand them. These Terms are in addition to any other agreements between you and TopstepTrader, including our Privacy Policy, which can be found at <http://www.topsteptrader.com/privacy-policy>.

We reserve the right to modify or change these Terms after providing notice to you. The form of such notice is at our discretion. Any modification or change shall be effective upon such notice. You agree to be bound by any changes to these Terms when you use our Sites or Services after receipt of such notice, or you shall discontinue your use of our Sites or Services. Please check these Terms regularly for changes.

1. Contact Information

If you have any questions or comments or seek any additional information on TopstepTrader, please email support@topsteptrader.com. You may also call us at (888) 407-1611 or write to us at:

TopstepTrader, LLC
130 S. Jefferson St., Suite 200
Chicago, Illinois 60661

We operate the following website: www.topsteptrader.com

2. Eligibility

You represent and warrant that you are at least 18 years of age. In jurisdictions, territories and locations where the minimum age for permissible use of the Sites or Services is greater than 18 years of age, you represent and warrant that you meet the age requirement for the minimum age for permissible use of the Sites or

Services. If you are under the minimum age for permissible use of the Sites or Services in your jurisdiction, territory or location, you may not utilize the Sites or Services.

You represent and warrant that you have not been convicted of a felony, disciplined by the National Futures Association or disciplined by the U.S. Commodity Futures Trading Commission. You represent and warrant that you do not have an outstanding balance with a trading firm. If you are a convicted felon, have been disciplined by the National Futures Association, have been disciplined by the U.S. Commodity Futures Trading Commission, or have an outstanding balance with a trading firm, you are not eligible to use the Sites or Services.

You are solely responsible for ensuring that these Terms are in compliance with all laws, rules and regulations applicable to you. The right to access the Sites or Services is revoked where these Terms or use of the Sites or Services are prohibited or to the extent offering, sale or provision of the Sites or Services conflicts with any applicable law, rule or regulation. The Sites or Services are offered only for your use, and not for the use or benefit of any third party.

3. Not a Broker-Dealer

You acknowledge and agree that we are not a broker-dealer, as such term is used in United States financial services regulations, and that we do not trade securities on our or another party's behalf as part of the Sites or Services, nor do we directly offer any financial advice of our own as part of the Sites or Services. You acknowledge and agree that we are not liable for any losses or gains that may arise from your reliance upon information provided through the Sites or Services or your interaction with other Users.

4. Reliance on Information Shown on our Sites or Services

The information presented on or through TopstepTrader Sites or Services includes financial and market information. Such information is made available solely for entertainment and general information purposes. We do not warrant the accuracy, completeness, timeliness or usefulness of such information and such information has not been verified. Any reliance you place on such information is strictly at your own risk. We do not invite that any action be taken upon the information we provide. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to our Sites or Services, or by anyone who may be informed of any of its contents.

The information presented has been prepared without regard to individual investment objectives, financial situations or means. Such information is not intended to constitute investment advice and is not designed to meet your personal financial situation. Many of the investments described on or through our Sites or Services involve significant risks, and any discussion of risks contained on the Sites or Services should not be considered a complete discussion of risks involved. We recommend that you consult with your financial advisers about investment options and whether any investment may be appropriate for your specific needs prior to making any investments. You acknowledge and agree that you have sole responsibility for your

investment decisions and that you should not rely solely on any information provided through the Sites or Service with regard to any investment decisions you make.

The information and material provided on the Sites or Services is not to be construed as an offer to buy or sell, or the solicitation of an offer to buy or sell, any security, financial product or instrument, or to participate in any particular trading strategy.

We use reasonable efforts to maintain the Sites or Services, but we are not responsible for any defects or failures associated with the Sites or Services, any content posted on the Sites or Services, any widgets or similar applications use, or any damages (including lost profits or other consequential damages, even if we have been informed of the same) that may result from any such defects or failures. The Sites or Services may be inaccessible or inoperable for any reason, including, without limitation: (a) equipment malfunctions, (b) periodic maintenance procedures or repairs which we may undertake from time to time, or (c) causes beyond the control of TopstepTrader or which are not foreseeable by TopstepTrader.

Our Sites or Services include content provided by third parties, including materials provided by other users, company owners, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in any such materials, and all articles and responses to questions and other content, other than the content provided by us, are solely the opinions and the responsibility of the person or entity providing those materials. Any such materials do not necessarily reflect our opinion and have not been verified by us. The information in such publications may become outdated, and we have no obligation to update it. We are not responsible or liable to you or any third party for the content or accuracy of any materials provided by any third parties whether shown on the Sites or Services or otherwise.

If any of our sites contain links to other sites and resources provided by third parties, those links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to our Sites or Services, you do so entirely at your own risk and subject to the terms of use for such websites.

TopstepTrader does not promote any financial instruments on the Sites or Services. TopstepTrader does not receive any compensation from companies whose financial instruments appear on the Sites or Services and TopstepTrader has no financial interest in the outcome of any trades mentioned in the Sites or Services.

We take no responsibility and assume no liability for any User Content. We have no obligation to pre-screen or monitor User Content. We reserve the right to delete or edit User Content, in whole or in part, in our sole discretion at any time and without notice.

5. Commodity Futures Trading Commission Disclaimer

CFTC RULE 4.41 – ALL HYPOTHETICAL OR SIMULATED PERFORMANCE RESULTS HAVE CERTAIN LIMITATIONS. UNLIKE THE RESULTS SHOWN IN AN ACTUAL PERFORMANCE RECORD, SIMULATED RESULTS DO NOT REPRESENT ACTUAL TRADING. ALSO, BECAUSE THE TRADES HAVE NOT ACTUALLY BEEN EXECUTED, THE RESULTS MAY HAVE UNDER-OR OVER-COMPENSATED FOR THE IMPACT, IF ANY, OF CERTAIN MARKET FACTORS, SUCH AS LACK OF LIQUIDITY. SIMULATED OR HYPOTHETICAL TRADING PROGRAMS IN GENERAL ARE ALSO SUBJECT TO THE FACT THAT THEY ARE DESIGNED WITH THE BENEFIT OF HINDSIGHT. NO REPRESENTATION IS BEING MADE THAT ANY ACCOUNT WILL OR IS LIKELY TO ACHIEVE PROFITS OR LOSSES SIMILAR TO THOSE BEING SHOWN.

6. Third Party Services

Our Sites or Services may refer to products or services that are not under the control of or maintained by TopstepTrader (“Third Party Services”). You are responsible for performing your own due diligence and evaluating whether any Third Party Services are appropriate for you. You agree that TopstepTrader is not responsible for any injury, harm, damages, or negative experience you may encounter by accessing or using such Third Party Services. If you access, visit, or use any Third Party Services referred to on our Sites or Services, you do so at your own risk.

7. Disclaimer of Warranties

ALL INFORMATION AND OTHER MATERIALS PRESENT ON THE SITE (THE “CONTENT”), INCLUDING TOPSTEPTRADER’S PRODUCTS AND SERVICES, TEXT, IMAGES, PHOTOS, TRADING IDEAS, OPINIONS, RUMORS, ADVICE, CHARTS, FINANCIAL INFORMATION, RATINGS, REVIEWS, OR SIMILAR INFORMATION ARE PROVIDED “AS IS,” WITHOUT ANY WARRANTIES CONCERNING THE CONTENT’S NATURE OR ACCURACY, EITHER WHEN POSTED OR AS A RESULT OF THE PASSAGE OF TIME, AND WITHOUT ANY REPRESENTATIONS OR GUARANTEES.

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TOPSTEPTRADER DOES NOT WARRANT THAT YOUR ACTIVITIES OR USE OF THE SITES OR SERVICES ARE LAWFUL IN ANY PARTICULAR JURISDICTION AND, IN ANY EVENT, TOPSTEPTRADER SPECIFICALLY DISCLAIMS SUCH WARRANTIES. BY USING THE SITES OR SERVICES, YOU ACT AT YOUR OWN RISK, AND YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SITES OR SERVICES.

WITHOUT LIMITING THE ABOVE, TOPSTEPTRADER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SECURITY OR ACCURACY WITH REGARD TO ANY WEB SITE OWNED BY A THIRD PARTY TO WHICH OR FROM WHICH OUR SITE IS LINKED ("LINKED WEB SITE"). TOPSTEPTRADER DOES NOT ENDORSE AND IS NOT RESPONSIBLE FOR THE CAPABILITIES OR RELIABILITY OF ANY PRODUCT OR SERVICE OBTAINED FROM A LINKED WEB SITE.

THE INFORMATION, PRODUCTS, SOFTWARE OR SERVICE DESCRIPTIONS PUBLISHED ON OUR SITE OR A LINKED WEB SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. THE COMPANY DISCLAIMS LIABILITY FOR SUCH ERRORS AND DOES NOT WARRANT OR REPRESENT THAT THE CONTENT ON OUR SITE OR A LINKED WEB SITE IS UPDATED OR COMPLETE. TOPSTEPTRADER HAS NO OBLIGATION TO UPDATE ANY CONTENT ON OUR SITE AND MAY CHANGE OR IMPROVE OUR SITE AT ANY TIME WITHOUT NOTICE.

WE DO NOT ENDORSE AND ARE NOT RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY OPINION, ADVICE OR STATEMENT MADE THROUGH OUR SITES OR SERVICES BY ANY PARTY OTHER THAN US.

8. Limitation of Liabilities

IN NO EVENT WILL TOPSTEPTRADER, ITS PARENTS, SUBSIDIARIES, PARTNERS, OR AFFILIATES, OR THE RESPECTIVE SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS OF EACH BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST OPPORTUNITY, EVEN IF YOU HAVE NOTIFIED US ABOUT THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIMS BY ANY THIRD PARTIES, ARISING OUT OF OR IN ANY WAY RELATED TO THE ACCESS, USE OR CONTENT OF OUR SITES OR SERVICES OR A LINKED WEB SITE WHETHER SUCH CLAIMS ARE BROUGHT UNDER ANY THEORY OF LAW OR EQUITY.

IN NO EVENT WILL OUR LIABILITY FOR ANY CLAIM OF ANY KIND, WHETHER BASED IN CONTRACT, WARRANTY, TORT, STRICT LIABILITY OR OTHERWISE, FOR ANY LOSSES OR DAMAGES ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM, THESE TERMS OR THE PERFORMANCE OR BREACH THEREOF, OR ANY PRODUCT OR SERVICE OR THE USE OR PERFORMANCE THEREOF, EXCEED THE GREATER OF (A) THE AMOUNT PAID BY YOU TO TOPSTEPTRADER IN THE IMMEDIATELY PRECEDING MONTH FOR TOPSTEPTRADER'S PRODUCTS OR SERVICES AND (B) \$100.

THIS LIMITATION ON LIABILITY INCLUDES TRANSMISSION OF VIRUSES THAT INFECTS YOUR EQUIPMENT, MECHANICAL OR ELECTRONIC EQUIPMENT FAILURE, FAILURE OF COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECTS, UNAUTHORIZED ACCESS, THEFT, OPERATIONAL ERRORS, OR ANY FORCE MAJEURE.

9. Purchases; Credit Card and Other Financial Information

TopstepTrader allows Users to place orders for subscriptions or other services through the Sites or Services or through a third-party affiliate ("Orders").

Upon placing an Order, you shall pay to Company the purchase price as set forth in the "Order Summary" page or similar ordering mechanism. Company or its third-party affiliates may utilize the services of certain third-party payment processors to process payments of credit cards and other accepted methods of payment. Your purchase is subject to any additional terms and conditions imposed by such third-party payment processors. The purchase price and any applicable fees or taxes shall be applied to your chosen method of payment upon submission of your Order.

Upon the purchase of an Order or other service rendered by TopstepTrader through the Sites or Services, you acknowledge that the TopstepTrader will provide availability and access to the particular service requested. Your participation in, or failure to use such purchased service does not entitle you to a refund.

Prices and availability of products are subject to change without notice. Errors will be corrected where discovered, and Company reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an Order has been submitted and whether or not the Order has been confirmed and your payment method accepted and charged. In the event your payment method has been accepted and charged, Company will issue you the appropriate credit within a reasonable time after your Order has been revoked.

TopstepTrader accepts payments via credit and debit card through our Sites or Services. Certain credit and debit card information, including your card information, phone number, address, name and email address ("Credit Card Information") will be encrypted and received via a secure page. You represent and warrant that you are an authorized signatory of the credit or debit card or other method of payment that you provide to TopstepTrader or its third-party payment processor to pay any fees or taxes related to your purchases of products or services through our Sites or Services.

We use industry standard technology and commercially reasonable measures to protect Credit Card Information from misuse. TopstepTrader may utilize the services of certain third-party payment processors to process payments of credit cards and other accepted methods of payment.

If you are directed to a third-party website to make purchases, your purchase will be governed by the terms of such third party website. If you desire to supply Credit Card Information, Identity Information or financial information to any third party service provider or to any Linked Web Site, you do so at your own risk and discretion. We strongly recommend you review the terms and conditions and privacy policy of any third party before providing such information.

10. Linking to Our Sites

You may link to our Sites or Services, provided you do so in a way that is fair, in compliance with all applicable laws, rules and regulations, and does not damage our reputation; provided that you shall not establish a link in such a way as to suggest any form of association, approval or endorsement on our part without our express written consent.

11. Restricted Sites and Passwords/User Registration

Certain functionality of the Sites or Services are limited to Users who have registered an account for the applicable services. Such Users will have a unique User ID and password combination ("User Credentials") and will have provided Identity Information (collectively, a "User Account"). You represent and warrant that all account information is truthful and accurate and you will update such information to ensure its accuracy. You represent and warrant that you have provided a valid email address at the time of registration. You agree that all information you provide to register with our Sites or Services or otherwise, including through the use of any interactive features on our Sites or Services, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy. You may update your personal information through our Sites or Services or by contacting us via the contact information provided above.

Users are responsible for the confidentiality of User Credentials, and shall be responsible and liable for access to or use of the Sites or Services by such User or any other person or entity using such User Credentials (whether or not such access has been authorized). You agree that access to the User Account will be limited to the User which subscribed under such account. You agree to immediately notify TopstepTrader if you learn of or have reason to suspect any unauthorized use of your account or any other breach of security.

You acknowledge and agree that TopstepTrader is authorized to act on all instructions received through your User Account, and that TopstepTrader may, but is not obligated to, deny access or block any transaction made through use of your User Account without prior notice if we believe that such User Account is being used by someone other than its registered User, or for any other reason.

TopstepTrader reserves the right to refuse to grant particular User Credentials to any individual for any reason, including, without limitation, if such User Credentials impersonates someone else, is protected by trademark or other proprietary rights law, or is vulgar or offensive. TopstepTrader shall not be liable for any loss or damage arising from a User's failure to comply with this Section.

12. Submitting Content or Comments on Our Sites

If you submit blogs, comments, or other content intended for public display on any of our Sites or Services ("User Content"), you agree to abide by these Terms.

You shall not submit User Content on our Sites or Services that: is illegal, indecent, profane (either directly or indirectly through partially obscured words, letters, phrases, terminology or the like), threatening, defamatory, derogatory, counter to TopstepTrader's Privacy Policy or otherwise injurious to TopstepTrader or any third parties, constitute commercial solicitation or advertising (except where pre-approved in writing by TopstepTrader), or consist primarily of an unsolicited electronic mass mailing.

User Content shall not be abusive or harassing to any person. You may not submit materials that are or purport to be the personally identifiable information about others, such as full name, postal address, email address, telephone number or any other personal attribute which would constitute an invasion of privacy. User Content shall not be obscene, objectionable, offensive, tortious, deceptive, fraudulent, or invasive of another's privacy or publicity rights.

TopstepTrader does not guarantee that User Content will remain private, even if such User Content is entered into a password-protected section of the Sites or Services. Accordingly, you should not provide User Content that you want protected from others.

User Content shall not contain a software virus, worm, spyware, Trojan horse or other computer code, file or program designed to interrupt, impair, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.

User Content shall not infringe in any manner on the copyright, trademark or other intellectual property rights of any person or entity, or that contain privileged, confidential, proprietary or trade-secret information of any individual or entity, or that may violate the legal right of any person or entity in any jurisdiction or locale.

If you wish to submit materials to any of our Sites or Services, you are prohibited from impersonating any other individual or entity, or otherwise misleading the same as to the origin of the comments.

You agree to disclose any conflict of interest, ownership interest, business, employment or other financial relationship you have with any company or financial instruments named in any User Content. You agree not to submit User Content with the intent to increase or decrease a financial instrument's price and sell or purchase such financial instrument as a result of such increase or decrease. You agree to disclose any intent to purchase or sell a stock within three trading days of submitting User Content that discusses that stock.

You shall not submit User Content that violates any local, state, national or international law, including but not limited to regulations of the U.S. Securities and Exchange Commission and the U.S. Commodity Futures Trading Commission or other securities laws and the rules of any securities exchange. You agree that User Content will not constitute illegal activity, give rise to civil liability, or violate the contractual, personal, intellectual property or other rights of any other party.

13. License

By submitting User Content, you grant TopstepTrader an unrestricted, worldwide, non-exclusive, irrevocable, perpetual, fully paid-up and royalty-free right and license, in any form or format, in whole or in part, to host, store, maintain, use, reproduce, distribute, display, publish, modify, prepare derivative works of, and otherwise exploit all or any portion of such User Content on the Sites or Services and on any other websites, channels, or distribution platforms, for any purpose whatsoever, without accounting, notification, credit or other obligation to you, and the right to license and sublicense and authorize others to exercise any of the rights granted hereunder to TopstepTrader, in its sole discretion. All rights, licenses and privileges herein described are granted to TopstepTrader immediately upon submission of User Content and shall continue perpetually and indefinitely.

14. Contests

From time to time, TopstepTrader may offer games and contests through its Sites or Services (individually, a “Contest” and collectively, the “Contests”). Contests shall be supplemented by any official rules associated with a particular Contest (the “Official Rules”).

a. Entry. Contests may be free to enter or may have an entry fee. All payments for Contests are final and no refunds will be issued. All entries to the Contests by a User Account will be deemed to have been submitted by the User whose User Account submitted such entry.

b. Conditions of Participation. Only such Users with User Accounts may participate in the Contests. By entering a Contest, you agree to be bound by all Official Rules and any decisions of TopstepTrader, which shall be final and binding in all respects. TopstepTrader may (i) disqualify any entrant from a Contest or (ii) refuse to award benefits or prizes or require the return of any prizes, if TopstepTrader determines, in its sole discretion, that an entrant has engaged in conduct that the Company deems improper, unfair or otherwise adverse to the operation of the Contest, violates the Official Rules, or is in any way detrimental to other entrants. TopstepTrader reserves the right to deny any contestant the ability to participate in Contests for any reason whatsoever.

If for any reason a Contest is not capable of running as originally planned, or if a Contest, computer application, or website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper entry to a Contest in accordance with these Terms or the Official Rules, or if infection by a computer (or similar) virus, bug, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes of any kind, in the sole opinion of TopstepTrader corrupts or affects the administration, security, fairness, integrity, or proper conduct of a Contest, TopstepTrader reserves the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, extend, modify or suspend the Contest, and select the winner(s) from all eligible entries received. If such cancellation, termination, modification or suspension occurs, notification will be posted on the Sites or Services.

To be eligible to enter any contest or receive any prize, a User may be required to provide TopstepTrader with additional documentation and/or information to verify the identity of the User, and to provide proof that all eligibility requirements are met. In the event of a dispute as to the identity or eligibility of User, TopstepTrader will, in its sole and absolute discretion, utilize certain information collected by TopstepTrader to assist in verifying the identity and/or eligibility of such User.

c. Publicity/Privacy Release. Where legal, both entrants and winner consent to the use of their name, voice, likeness and photograph in and in connection with the development, production, distribution and/or exploitation of any Contest or the Sites or Services. Winners agree that from the date of notification by TopstepTrader of their status as a potential winner and continuing until such time when TopstepTrader informs them that they no longer need to do so that they will make themselves available to TopstepTrader for publicity, advertising, and promotion activities.

d. Contest of Skill. Contests offered through the Sites or Services are contests of skill. Winners are determined by the objective criteria described in the Official Rules, deadlines, scoring and any other applicable documentation associated with the Contest. From all entries received for each Contest, winners are determined by the individuals who use their skill and knowledge of relevant trading information and trading concepts to accumulate the most points according to the corresponding scoring rules. The Sites or Services may not be used for any form of illicit gambling.

e. Results. Contest results and prize calculations are based on the final statistics and scoring results at the completion of each individual Contest. Once Contest results are reviewed and graded, prizes will be awarded. The scoring results of a Contest will not be changed regardless of any official statistics or adjustments made at later times or dates, except in TopstepTrader's sole discretion.

f. Payment and Withdrawal of Prizes. Winners will be posted on the TopstepTrader website. Entrants may be required to complete an affidavit of eligibility and a liability or publicity release and appropriate tax forms. Entrants may also be required to provide identification, including but not limited to a Driver's License, proof of residence and/or any information relating to payment or deposit accounts as reasonably requested by TopstepTrader in order to complete the withdrawal of prizes. TopstepTrader may, in its sole discretion, require a User to execute a release of any claims as a condition to being awarded any prize or receiving any payout. Failure to comply with this requirement may result in disqualification and forfeiture of any prizes. Disqualification or forfeiture of any prizes may also occur if it is determined any such entrant did not comply with these Terms in any manner.

g. Taxes. All taxes associated with the receipt of any prize are the sole responsibility of the winner. In the event that the awarding of any prizes to winners of Contests is challenged by any legal authority, TopstepTrader reserves the right in its sole discretion to determine whether or not to award such prizes.

h. Substitution of Prizes. No substitution or transfer of prize is permitted, except that TopstepTrader reserves the right to substitute a prize of equal value or greater if the advertised prize is unavailable. All

prizes are awarded “as is” and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability for a particular purpose).

15. Intellectual Property, Trademarks and Copyrights

TopstepTrader Sites or Services and their entire contents, features, and functionality (including, all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by TopstepTrader, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws and treaties. You shall not challenge the ownership or rights in the content on TopstepTrader Sites or Services or any component thereof.

You are granted a nonexclusive, nontransferable, limited and revocable right to access, use, display and navigate our Sites or Services solely for your personal, non-commercial and non-public use. You shall not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of our material, except for your personal, non-commercial and non-public use. You shall not access or use for any commercial purposes any part of our Sites or Services.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of our Sites or Services in breach of these Terms, your right to use TopstepTrader Sites or Services will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to our Sites or Services or any content on our Sites or Services is transferred to you, and all rights not expressly granted are reserved by TopstepTrader. Any use of our Sites or Services not expressly permitted by these Terms is a breach of these Terms and may violate copyright, trademark, and other laws.

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Except as expressly provided above, no portion of our Sites or Services, their contents or any copyright, trademark, trade name, service mark or any other proprietary information of TopstepTrader (collectively, the “Intellectual Property”) displayed on TopstepTrader Sites or Services or on any of the Content may be reproduced, altered, removed, transmitted, published or distributed, whether electronically, mechanically, by photocopy, recording or otherwise, without the prior written permission of TopstepTrader. Use of any TopstepTrader trademarks as metatags on any third-party site is strictly prohibited. You may not co-brand our site or display our site in frames (or any of the Content via in-line links) without prior written permission from TopstepTrader (“co-brand” means your display of any of the Intellectual Property, or your taking of other means of attribution or identification of TopstepTrader in such a manner reasonably likely to give a third party the impression that you or the third party has the right to display, publish or distribute our Sites or Services or

any Content). You agree to cooperate with TopstepTrader in causing any unauthorized co-branding, framing or linking to immediately cease. You may not remove, modify or alter any copyright, trademark or patent notice from any product delivered by us. You agree not to undertake any action that will interfere with or diminish our right, title or interest in our Intellectual Property.

16. Digital Millennium Copyright Act

The following policy has been adopted pursuant to the Digital Millennium Copyright Act (found at <http://lcweb.loc.gov/copyright/legislation/dmca.pdf>):

The address of the Designated Agent to Receive Notification of Claimed Infringement ("Designated Agent") can be found above under Section 1. If you believe that content or material provided through the Sites or Services infringes a copyright, please send a notice containing the following information to the Designated Agent:

- (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (ii) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- (iii) identification of the material that is claimed to be infringing or the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- (iv) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an email address at which you may be contacted;
- (v) a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- (vi) a statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

17. Termination

Users may terminate receipt of any free service publications at any time by sending TopstepTrader a request for removal from the relevant distribution list. All free service publication emails will include a link allowing a

User to unsubscribe. If you wish to terminate receipt of such publications, please use the link on the attached email or see the contact information provided above.

TopstepTrader reserves the right to terminate your access to any of the TopstepTrader Sites or Services at any time at its sole discretion. Such termination may result from a violation of the Terms or other referenced agreements, unauthorized use or reproduction of any publication or information, or any other reason determined in TopstepTrader's sole discretion. If such access is terminated, you agree you will not attempt to establish a new User Account under any name, real or assumed. All provision of these Terms shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnities and limitations of liability.

18. Jurisdiction and Enforceability

These Terms shall be governed by and construed in accordance with the laws of the State of Illinois and the United States of America, without giving effect to any principles of conflicts of law. You irrevocably consent to the exclusive jurisdiction of the courts located in the State of Illinois in connection with any action arising out of or related to these Terms or their subject matter. You waive any objection based on lack of personal jurisdiction, place of residence, improper venue or forum non conveniens in any such action.

19. Force Majeure

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by a Force Majeure Event. A "Force Majeure Event" means any act or event beyond our reasonable control, including strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport. If a Force Majeure Event takes place that affects the performance of our obligations under these Terms we will contact you as soon as reasonably possible to notify you. Our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of a Force Majeure Event.

20. Waiver of Class Action Rights

IN ANY DISPUTE, NEITHER YOU NOR ANY OTHER PERSON SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER AFFILIATES OR PERSONS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. YOU ACKNOWLEDGE THAT YOU ARE GIVING UP YOUR RIGHTS TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO ANY SUCH CLAIM.

21. Indemnification

You agree to indemnify, defend, and hold TopstepTrader, its parents, subsidiaries, affiliates, any related companies, suppliers, licensors and partners, and the officers, directors, employees, agents and representatives of each (collectively, the “TopstepTrader Parties”) harmless, including costs, liabilities and legal fees, from any claim or demand made by any third party arising out of or relating to (i) your access to or use of our Sites or Services, (ii) your violation of the Terms, (iii) the infringement by you, or any third party using your account, of any intellectual property or other right of any person or entity, (iv) any funding of your account and any payment methods used. TopstepTrader reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us and you agree to cooperate with our defense of these claims. You agree not to settle any such matter without the prior written consent of TopstepTrader. TopstepTrader will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

22. Other Prohibited Uses

You are solely responsible for any and all acts and omissions that occur under your User Account, and you agree not to engage in unacceptable use of the Sites or Services or any User Content including:

- Posting, storing or disseminating any unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters or other fraudulent schemes, or any other form of solicitation
- Using any manual or automated software, devices or other processes to “crawl” or “spider” any web pages contained in the Sites or Services
- Using the Sites or Services to gain competitive intelligence about TopstepTrader or the Sites or Services to compete with TopstepTrader or its affiliates
- Harvesting or otherwise collecting any information about other users, including, without limitation, email addresses or other contact information

23. Other Important Terms

These Terms are in addition to any other agreements between you and TopstepTrader.

Nothing in these Terms shall create or be deemed to create a partnership, agency, trust arrangement, fiduciary relationship or joint venture between you and TopstepTrader. Neither you nor TopstepTrader shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

You agree that breach of the provisions of this Agreement would cause irreparable harm and significant injury to TopstepTrader which would be both difficult to ascertain and which would not be compensable by damages alone. As such, you agree that TopstepTrader has the right to enforce the provisions of this

Agreement by injunction (without necessity of posting bond), specific performance or other equitable relief without prejudice to any other rights and remedies TopstepTrader may have for your breach of this Agreement.

We reserve the right at any time in our sole discretion to: modify, suspend or discontinue our Sites or Services or any service, content, feature or product offered through our Sites or Services, with or without notice; charge fees in connection with the use of our Sites or Services; modify and/or waive any fees charged in connection with our Sites or Services; and/or offer opportunities to some or all users of our Sites or Services. You agree that we shall not be liable to you or to any third party for any modification, suspension or discontinuance of our Sites or Services, or any service, content, feature or product offered through our Sites or Services.

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

We may terminate these Terms at any time without notice, and accordingly may deny you access to our Sites or Services, if in our sole judgment you fail to comply with any term or provision of these Terms. The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of these Terms for all purposes.

24. Feedback

TopstepTrader welcomes your comments, feedback, information or other materials regarding the Sites or Services (collectively, "Feedback"). If you submit Feedback to TopstepTrader, please note that your Feedback shall become the property of the Company, and you hereby irrevocably assign to TopstepTrader all right, title and interest in and to the Feedback and all copyrights and other intellectual property rights embodied in such Feedback on a worldwide basis.

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EXHIBIT C

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Prices and availability of products are subject to change without notice. Errors will be corrected where discovered, and Company reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an Order has been submitted and whether or not the Order has been confirmed and your payment method accepted and charged. In the event your payment method has been accepted and charged, Company will issue you the appropriate credit within a reasonable time after your Order has been revoked.

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In the event that you post any User Content or provide any Feedback via the Website, you hereby make the following additional representations and warranties to Company: (1) you are owner of such User Content or Feedback or otherwise have the right to grant Company the licenses or assignments granted pursuant to this Agreement; (2) you have secured any and all consents necessary to post the User Content or Feedback and to grant the foregoing licenses or assignments; (3) the User Content or Feedback does not violate the rights of any third party, including, without limitation, the intellectual property, privacy or publicity rights of any third party, and such User Content or Feedback does not contain any personally identifiable information about third parties in violation of such parties' rights; (4) the use of any User Content or Feedback will not result in harm or personal injury to any third party; and (5) all factual information contained in the User Content or Feedback is true and accurate.

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PLEASE NOTE THE FOLLOWING IMPORTANT DISCLAIMERS OF WARRANTIES:

TO THE MAXIMUM EXTENT ALLOWED BY LAW, THE WEBSITE, ANY CONTENT, ANY WIDGETS AND ANY PRODUCTS OR SERVICES PROVIDED VIA THE WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE," AND AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE AND NON-INFRINGEMENT.

WITHOUT LIMITATION, COMPANY MAKES NO WARRANTY THAT THE WEBSITE, ANY CONTENT, ANY WIDGETS OR ANY SERVICES PROVIDED VIA THE WEBSITE WILL MEET YOUR REQUIREMENTS, THAT USE OF THE FOREGOING WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT THE RESULTS OBTAINED FROM THE USE OF THE FOREGOING OR ANY INFORMATION FOUND THEREON WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF ANY CONTENT, PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED THROUGH THE WEBSITE WILL MEET YOUR EXPECTATIONS.

ANY CONTENT, WIDGETS OR OTHER MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WEBSITE IS DONE AT YOUR SOLE RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION OBTAINED BY YOU THROUGH THE WEBSITE OR ANY SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THESE TERMS OF USE.

Limitation of Liability

TO THE MAXIMUM EXTENT ALLOWED BY LAW, YOU EXPRESSLY UNDERSTAND AND AGREE THAT COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (A) THE USE OR THE INABILITY TO USE THE WEBSITE, ANY CONTENT, WIDGETS OR ANY PRODUCTS OR SERVICES PURCHASED VIA THE WEBSITE; (B) THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE WEBSITE OR OTHERWISE; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS, CONTENT OR DATA; OR (D) ANY OTHER MATTER RELATING TO THE WEBSITE, ANY CONTENT, WIDGETS OR THE PURCHASE OF COMPANY'S PRODUCTS OR SERVICES. IF YOU ARE DISSATISFIED WITH THE WEBSITE, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE TO DISCONTINUE USE OF THE WEBSITE AND

TERMINATE THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, IN NO EVENT SHALL COMPANY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE WEBSITE, WIDGETS, OR PURCHASING ANY CONTENT OR PURCHASING COMPANY'S SERVICES OR ANY AMOUNT RETAINED BY COMPANY FROM YOU FOR PROVIDING THE SERVICES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Indemnification

You agree to indemnify, defend and hold harmless Company, and its officers, directors, employees, agents, information providers and suppliers from and against all claims, causes of action, suits, losses, expenses, damages and costs, including reasonable attorney's fees, arising out of, in connection with or relating to any violation by you of the Subscription Agreement or these Terms of Use, including claims of infringement of intellectual property or other third party rights, or otherwise, directly or indirectly resulting from or attributable in any way to any access to, use of or posting of material or content on the Company site by you.

Term and Termination

This Agreement is effective upon your unequivocal acceptance as set forth herein and shall continue in full force until terminated. You agree that Company, in its sole discretion, may terminate your use of the Website or any part thereof upon prior notice, and remove and discard any Content, in the event you violate these Terms of Use. You agree that Company may immediately suspend your account and your access to the Website or any part thereof in order to conduct an investigation in the event it believes you have violated these Terms of Use or if it determines that you are a repeat infringer of another's intellectual property or other rights. Company may also, in its sole discretion and at any time, discontinue providing the Website, any part thereof, any Content or any products or services advertised thereon, with or without notice. In addition to any other method of termination or suspension provided for in this Agreement, Company reserves the right to terminate this Agreement at any time and for any reason upon ten (10) days notice to you. Further, you agree that Company shall not be liable to you or any third party for any termination or suspension of your access to the Website or any part thereof, removal of Content or sale of any services. You may terminate this Agreement at any time by immediately discontinuing all access to the Website and by providing notice to Company of such discontinuance. Termination or cancellation of this Agreement shall not affect any right or relief to which Company may be entitled at law or in equity. Upon termination of this Agreement, you shall terminate all use of the Website and any Content provided thereby. In the event of termination, you will not be entitled to any refund of any fees or other charges, if any, paid in connection with this Agreement.

Governing Law and Other Miscellaneous Terms

The parties and their respective personnel are and shall be independent contractors, and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

You acknowledge and agree that any expenses that you incur in furtherance of this Agreement are voluntary in nature and are made with the knowledge that this Agreement may be terminated as provided herein. You shall not make a claim against Company, and Company shall not be liable with respect to the recoupment of any expenditures or investment made by you in anticipation of the continuation of this Agreement beyond the term hereof.

The parties agree that breach of the provisions of this Agreement would cause irreparable harm and significant injury to Company which would be both difficult to ascertain and which would not be compensable by damages alone. As such, the parties agree that Company has the right to enforce the provisions of this Agreement by injunction (without necessity of posting bond), specific performance or other equitable relief without prejudice to any other rights and remedies Company may have for your breach of this Agreement.

The validity and effect of these Terms of Use shall be governed by, and construed and enforced in accordance with the laws of Illinois, without regard to its conflicts or choice of laws principles. ANY SUIT, ACTION OR PROCEEDING CONCERNING OR RELATING TO THE WEBSITE, ITS USE, THESE TERMS OF USE, ANY SALE OR ANY OTHER PRODUCT, SERVICE, POLICY OR PROCEDURE OF COMPANY, MUST BE BROUGHT EXCLUSIVELY IN A COURT OF COMPETENT JURISDICTION IN ILLINOIS, AND YOU HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURT (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, ACTION OR PROCEEDING, YOU IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH YOU MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT OR IMPROPER FORUM.

If any action at law or in equity is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to reasonable fees of attorneys, accountants and other professionals, and costs and expenses in addition to any other relief to which such prevailing party may be entitled.

The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting and construing this Agreement.

If the performance of any part of this Agreement by either party (other than payment of money) is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor dispute, act of God, telecommunications failure or any other cause beyond the control of either party, that party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such cause.

This Agreement, including any other agreements or additional terms referenced herein, constitutes the complete

and exclusive statement of the Agreement between the parties with respect to the Website, Content, Widgets and services offered via the Website, and, unless otherwise expressly provided herein, it supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the Website, Content, Widgets and services sold via the Website. If any provision of this Agreement is found unlawful or unenforceable in any respect, the court shall reform such provision so as to render it enforceable or, if it is not possible to reform such provision so as to make it enforceable, then delete such provision. As so reformed or modified, the court shall fully enforce this Agreement. The provisions of this Agreement that by their content are intended to survive the expiration or termination of this Agreement, including, without limitation, provisions governing ownership and use of intellectual property, representations, disclaimers, warranties, liability, indemnification, governing law, jurisdiction, venue, remedies, rights after termination and interpretation of this Agreement, will survive the expiration or termination of this Agreement for their full statutory period.

The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act shall not apply to this Agreement.

Company makes no representation that the Website, Content or other material or information on the Website is appropriate to or available in locations outside of the United States. You may not use the Website or export Content in violation of United States export laws, regulations or restrictions. If you access the Website from outside of the United States, you are responsible for compliance with all applicable laws.

Copyright and Copyright Notices

Company respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide Company's Copyright Agent the following information:

- an electronic or physical signature of the owner or person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Website sufficient to allow us to locate the allegedly infringing material;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Please contact Company's Copyright Agent for Notice of Claims of copyright infringement at: support@topsteptrader.com. Copyright owners and agents acknowledge that failure to comply with all of the requirements of the foregoing may result in an invalidity of the DMCA notice.

Counter-Notice. If you believe that the User Content that was removed (or to which access was disabled) is not infringing, or that you have authorization from the copyright owner, the copyright owner's agent, or pursuant to the

law, to post and use the User Content, you may send a counter-notice containing the following information to the Copyright Agent:

- your physical or electronic signature;
- identification of the User Content that has been removed or to which access has been disabled and the location at which the User Content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the User Content was removed or disabled as a result of mistake or a misidentification of the User Content; and
- your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Illinois and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Company may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed User Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the person providing such User Content, the removed User Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at Company's sole discretion.

The following terms and conditions are effective June 24, 2014 for all Trading Challenges

IMPORTANT! PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS PRIOR TO USING TOPSTEPTRADER, AS THESE TERMS AND CONDITIONS AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS.

ACCEPTANCE OF TERMS

The web pages available at www.TopstepTrader.com, and all linked pages ("Site"), are owned and operated by TopstepTrader, LLC. Please read these terms of use carefully before using the Site.

USER AGREEMENT

TopstepTrader owns and operates the Website that links to these Terms of Use. We are pleased to offer you access to our Website and the ability to participate in our trading contests of skill, other content, products, services, and promotions (collectively the "Services") that we may provide from our Website, subject to these Terms of Use (the "Terms of Use"), our privacy policy (the "Privacy Policy") and the Official Rules and Regulations for the applicable contests and promotions (the "Rules" or "Rules and Scoring," and together with the Terms of Use and the Privacy Policy, the "Agreements").

CONSIDERATION

You agree to these Terms of Use by accessing or using the Website, registering for Services offered on the

Website, or by accepting, uploading, submitting or downloading any information or content from or to the Website. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THESE TERMS OF USE, DO NOT USE THE WEBSITE. These Terms of Use constitute a legal agreement between you and TopstepTrader, and shall apply to your use of the Website and the Services even after termination.

ELIGIBILITY

You must be at least 18 years of age to open an account, participate in contests, or win prizes offered by the Website. In jurisdictions, territories, and locations where the minimum age for permissible use of the Website is greater than 18 years old, you must meet the age requirement in your local jurisdiction or territory. You must be at least 19 years of age at time of contest registration if you are a legal resident of Alabama or Nebraska. Legal residents physically located in any of the 50 states and Washington DC, excluding Arizona, Iowa, Louisiana, Montana, Washington, and Quebec, Canada are eligible to open an account and participate in contests offered by the Website. Legal residents of Arizona, Iowa, Louisiana, Montana, and Washington (the "Excluded States") are ineligible for prizes offered by the Website. Residents of the Excluded States are eligible to open and maintain accounts on the Website for use only in games that do not offer prizes. With the exception of Quebec, legal residents of Canada are eligible to open an account and participate in contests offered by the Website.

"Authorized Account Holder" is defined as the natural person 18 years of age or older who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization (e.g., business, education institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address for registration on the Website. By inputting a payment method to participate in real money contests, the Authorized Account Holder hereby affirms that the Authorized Account Holder is the lawful owner of the payment method account used to make any deposit(s) on the Website. It shall be a violation of these Terms of Use for any Authorized Account Holder to submit payment using any payment method that is not owned by the Authorized Account Holder.

TopstepTrader employees may use the Website, and will from time to time do so for the purpose of testing the site user experience, socializing and competing with customers to build community, and other reasonable and fair uses at the discretion of TopstepTrader.

CONTEST ENTRY

Users will be able to visit the Website and view the games available for entry (the "Contests"). Each individual Contest that is not free to enter has an entry fee listed in US dollars. When you select to participate in a Contest and complete the entry process, the listed amount of US dollars will be debited from your TopstepTrader account.

When you opt to participate in a contest, that amount in US dollars will be debited from your TopstepTrader account. Then, follow the links and instructions provided for entry.

REFUND POLICY

All payments are final and no refunds will be issued. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed submitted by the person in whose name the account was registered.

CONDITIONS OF PARTICIPATION

In order to participate in a contest on the Site, you must register for an account. By registering as a user of the Site, you agree to provide accurate, current and complete information about yourself as prompted (such information being the Registration Data) and maintain and promptly update the Registration Data to keep it accurate, current and complete. If you provide any information that is inaccurate, not current or incomplete, or TopstepTrader has reasonable grounds to suspect that such information is inaccurate, not current or incomplete, TopstepTrader may deny you access to areas requiring registration, at its sole discretion.

At the time of registration for online account access, you must provide a valid email address and supply a Username and Password to be used in conjunction with your account. Many portions of the Site require registration for access (the "Restricted Areas"). You are responsible for maintaining the confidentiality of your Username and Password, and are fully responsible for all uses of your Username and Password, whether by you or others. You agree to (a) keep your Username and Password confidential and not share them with anyone else; (b) immediately notify TopstepTrader of any unauthorized use of your Username and Password or account or any other breach of security; and (c) use only your Username and Password to access the Site's Restricted Areas. TopstepTrader cannot and will not be liable for any loss or damage arising from your failure to comply with this Section. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed submitted by the person in whose Username the entry was submitted, or if possession of the Username itself is contested, the name in which the email address on file was registered with the email service provider.

You acknowledge and agree that TopstepTrader is authorized to act on instructions received through use of your Username and Password, and that TopstepTrader may, but is not obligated to, deny access or block any transaction made through use of your Username and Password without prior notice if we believe your Username and Password are being used by someone other than you, or for any other reason.

By entering a Contest, entrants agree to be bound by these Rules and the decisions of TopstepTrader, which shall be final and binding in all respects. The Company, at its sole discretion, may disqualify any entrant from a Contest, refuse to award benefits or prizes and require the return of any prizes, if the entrant engages in conduct the Company deems to be improper, unfair or otherwise adverse to the operation of the Contest or is in any way detrimental to other entrants. Improper conduct includes, but is not limited to:

- Falsifying personal information required to enter a Contest or claim a prize;
- Engaging in any type of financial fraud including unauthorized use of credit instruments to enter a Contest or claim a prize;
- Colluding with any other individual(s) or engaging in any type of syndicate play;
- Any violation of Contest rules or the Terms of Use;
- Accumulating points or prizes through unauthorized methods such as automated scripts, bots, or other automated means;
- Using automated means (including but not limited to harvesting bots, robots, parser, spiders or screen scrapers) to obtain, collect or access any information on the Website or of any User for any purpose.

- Any type of bonus abuse, abuse of the refer-a-friend program, or abuse of any other offers or promotions,
- Tampering with the administration of a Contest or trying to in any way tamper with the computer programs or any security measure associated with a Contest;
 - Obtaining other entrants information and spamming other entrants; or
 - Abusing the Website in any way.

Users further acknowledge that the forfeiture and/or return of any prize shall in no way prevent TopstepTrader from pursuing criminal or civil proceedings in connection with such conduct.

By entering into a Contest or accepting any prize, entrants, including but not limited to the winner(s), agree to indemnify, release and to hold harmless TopstepTrader, its parents, subsidiaries, affiliates and agents, as well as the officers, directors, employees, shareholders and representatives of any of the foregoing entities (collectively, the "Released Parties"), from any and all liability, claims or actions of any kind whatsoever, including but not limited to injuries, damages, or losses to persons and property which may be sustained in connection with participation in the Contest, the receipt, ownership, use or misuse of any prize or while preparing for, participating in and/or travelling to or from any prize related activity, as well as any claims based on publicity rights, defamation, or invasion of privacy. TopstepTrader may, in its sole and absolute discretion, require an Authorized Account Holder to execute a separate release of claims similar to the one listed above in this Paragraph as a condition of being awarded any prize or receiving any payout.

TopstepTrader is not responsible for: any incorrect, invalid or inaccurate entry information; human errors; postal delays/postage due mail; technical malfunctions; failures, including public utility or telephone outages; omissions, interruptions, deletions or defects of any telephone system or network, computer online systems, data, computer equipment, servers, providers, or software (including, but not limited to software and operating systems that do not permit an entrant to participate in a Contest), including without limitation any injury or damage to any entrant's or any other person's computer or video equipment relating to or resulting from participation in a Contest; inability to access the Website, or any web pages that are part of or related to the Website; theft, tampering, destruction, or unauthorized access to, or alteration of, entries and/or images of any kind; data that is processed late or incorrectly or is incomplete or lost due to telephone, postal issues, computer or electronic malfunction or traffic congestion on telephone lines or transmission systems, or the Internet, or any service provider's facilities, or any phone site or website or for any other reason whatsoever; typographical, printing or other errors, or any combination thereof.

TopstepTrader is not responsible for incomplete, illegible, misdirected or stolen entries. If for any reason a Contest is not capable of running as originally planned, or if a Contest, computer application, or website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper entry to a Contest in accordance with the Terms of Use or applicable Contest rules, or if infection by a computer (or similar) virus, bug, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes of any kind, in the sole opinion of TopstepTrader corrupts or affects the administration, security, fairness, integrity, or proper conduct of a Contest, the Company reserves the right, at its sole discretion, to disqualify any individual implicated in such action and/or to cancel, terminate, extend, modify or suspend the Contest, and select the winner(s) from all eligible entries received. If such cancellation, termination, modification or suspension occurs, notification will be posted on the Website.

ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF ANY CONTEST IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, TOPSTEPTRADER RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

All entries become the property of TopstepTrader and will not be acknowledged or returned.

To be eligible to enter any contest or receive any prize, the Authorized Account Holder may be required to provide TopstepTrader with additional documentation and/or information to verify the identity of the Authorized Account Holder, and to provide proof that all eligibility requirements are met. In the event of a dispute as to the identity or eligibility of an Authorized Account Holder, TopstepTrader will, in its sole and absolute discretion, utilize certain information collected by TopstepTrader to assist in verifying the identity and/or eligibility of such Authorized Account Holder.

Participation in each Contest must be made only as specified in the Terms of Use. Failure to comply with these Terms of Use will result in disqualification and, if applicable, prize forfeiture.

Where legal, both entrants and winner consent to the use of their name, voice, and likeness/photograph in and in connection with the development, production, distribution and/or exploitation of any Contest or the Website. Winners agree that from the date of notification by TopstepTrader of their status as a potential winner and continuing until such time when TopstepTrader informs them that they no longer need to do so that they will make themselves available to TopstepTrader for publicity, advertising, and promotion activities.

TopstepTrader reserves the right to move entrants from the Contests they have entered to similar Contests in certain situations determined by TopstepTrader in its sole discretion.

CONTEST PRIZES AND PROMOTIONS

Prizes will only be awarded if a Contest is run. We reserve the right to cancel Contests at any time. In the event of a cancellation, all entry fees will be refunded to the customer except as specifically provided in these Terms of Use.

Guaranteed prizes are offered in connection with some of the Contests offered by the Website. Each Contest or promotion is governed by its own set of official rules. We encourage you to read such Contest and promotions Rules before participating.

CONTEST OF SKILL

Contests offered on the Website are contests of skill. Winners are determined by the objective criteria described in the Contest deadline, Rules, scoring, and any other applicable documentation associated with the Contest. From all entries received for each Contest, winners are determined by the individuals who use their skill and knowledge of relevant trading information and trading concepts to accumulate the most points according to the corresponding

scoring rules. The Website and Contests may not be used for any form of illicit gambling.

CONTEST STATISTICS AND LIVE SCORING

To the extent that we offer 'live' statistics during gameplay, all 'live' statistics and other information provided through the TopstepTrader Website and related information sources are unofficial. Live financial market data, statistics, and their respective components are offered for informational and/or entertainment purposes only. While TopstepTrader and the third parties used to provide the TopstepTrader Services use reasonable efforts to include accurate and up-to-date information, neither TopstepTrader nor its third party providers warrant or make any representations of any kind with respect to the information provided through the TopstepTrader Website and related information sources. TopstepTrader and its third party providers shall not be responsible or liable for the accuracy, usefulness, or availability of any information transmitted or made available via the TopstepTrader Website and related information sources, and shall not be responsible or liable for any error or omissions in that information.

CONTEST RESULTS

Contest results and prize calculations are based on the final statistics and scoring results at the completion of each individual Contest. Once Contest results are reviewed and graded, prizes are awarded. The scoring results of a Contest will not be changed regardless of any official statistics or adjustments made at later times or dates, except in TopstepTrader's sole discretion.

TopstepTrader reserves the right, in its sole and absolute discretion, to deny any contestant the ability to participate in head-to-head contests for any reason whatsoever. Further, TopstepTrader may, in its sole and absolute discretion, invalidate any head-to-head contest result for the purposes of preventing abusive and/or any unfair or potentially unlawful activity, or in the event that there is a risk of any such abusive, illegal, or unfair activity.

PRIZES (INSERT PRIZE INFO)

At the conclusion of each Contest, prizes will be awarded within 5 business days except in circumstances where technical failure or other reasons prevent such timely payout. Contest prizes equal a percentage of the applicable Contest's entry fees less an administration fee of no more than 20%, and are listed in our prize tables list. Prizes won are added to the winning participants account balance. In the event of a tie, prizes are divided evenly amongst the participants that have tied.

PRIZE TABLES

Contest prize payouts will be published with the creation of each new contest. TopstepTrader, at its sole discretion, may revise the prize tables and/or the recipients of each prize at any time. Notification of such changes may be provided by TopstepTrader to its customers but will not be required.

PAYMENT AND WITHDRAWAL OF PRIZES

Winners are posted on the Website.

Entrants may withdraw their cash prize awards as well as cash deposits by using the "Withdrawal" option on the Website. Entrants may be requested to complete an affidavit of eligibility and a liability/publicity release (unless prohibited by law) and/or appropriate tax forms and forms of identification including but not limited to a Driver's License, Proof of Residence, and/or any information relating to payment/deposit accounts as reasonably requested by TopstepTrader in order to complete the withdrawal of prizes. Failure to comply with this requirement may result in disqualification and forfeiture of any prizes. Disqualification or forfeiture of any prizes may also occur if it is determined any such entrant did not comply with these Terms of Use in any manner.

Checks for withdrawal requests are processed within 14 business days, and are sent via U.S. Mail. Promotional deposits, credits, and other bonuses may not be withdrawn from a TopstepTrader account unless appropriate terms of the promotion are achieved first by the user.

All taxes associated with the receipt of any prize are the sole responsibility of the winner. In the event that the awarding of any prizes to winners of Contests is challenged by any legal authority, TopstepTrader reserves the right in its sole discretion to determine whether or not to award such prizes.

No substitution or transfer of prize is permitted, except that TopstepTrader reserves the right to substitute a prize of equal value or greater if the advertised prize is unavailable. All prizes are awarded "as is" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability for a particular purpose).

Any withdrawal requests, after approval by TopstepTrader, will be credited back to the same credit card or method of payment used to deposit funds on the Website. TopstepTrader will only release withdrawals to a different credit card or other payment method other than that which was used to make deposit(s) after the aggregate amount of such deposit(s) has already been released back to the credit card(s) or payment method(s) used for the deposit(s).

TERMINATION AND EFFECT OF TERMINATION

In addition to any other legal or equitable remedy, TopstepTrader may, without prior notice, immediately revoke any or all of your rights granted hereunder. In such event, you will immediately cease all access to and use of the TopstepTrader Website. TopstepTrader may revoke any password(s) and/or account identification issued to you and deny you access to and use of the Website. Any such action shall not affect any rights and obligations arising prior thereto. All provisions of the Terms of Use, which by their nature should survive termination, shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

DISCLAIMER OF WARRANTIES

THE WEBSITE, INCLUDING, WITHOUT LIMITATION, ALL CONTENT, SOFTWARE, AND FUNCTIONS MADE AVAILABLE ON OR ACCESSED THROUGH OR SENT FROM THE WEBSITE, ARE PROVIDED "AS IS," "AS

AVAILABLE, AND WITH ALL FAULTS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE COMPANY AND ITS PARENTS, SUBSIDIARIES AND AFFILIATES MAKE NO REPRESENTATION OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER (EXPRESS OR IMPLIED) ABOUT: (A) THE WEBSITE; (B) THE CONTENT AND SOFTWARE ON AND PROVIDED THROUGH THE WEBSITE; (C) THE FUNCTIONS MADE ACCESSIBLE ON OR ACCESSED THROUGH THE WEBSITE; (D) THE MESSAGES AND INFORMATION SENT FROM THE WEBSITE BY USERS; (E) ANY PRODUCTS OR SERVICES OFFERED VIA THE WEBSITE OR HYPERTEXT LINKS TO THIRD PARTIES; AND/OR (F) SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE WEBSITE OR ANY LINKED SITE. THE COMPANY DOES NOT WARRANT THAT THE WEBSITE, ANY OF THE WEBSITES' FUNCTIONS OR ANY CONTENT CONTAINED THEREIN WILL BE UNINTERRUPTED OR ERROR-FREE; THAT DEFECTS WILL BE CORRECTED; OR THAT THE WEBSITES OR THE SERVERS THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

THE COMPANY DOES NOT WARRANT THAT YOUR ACTIVITIES OR USE OF THE WEBSITE IS LAWFUL IN ANY PARTICULAR JURISDICTION AND, IN ANY EVENT, THE COMPANY SPECIFICALLY DISCLAIMS SUCH WARRANTIES. YOU UNDERSTAND THAT BY USING ANY OF THE FEATURES OF THE WEBSITE, YOU ACT AT YOUR OWN RISK, AND YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE WEBSITE OR THE CONTENT. FURTHER, THE COMPANY AND ITS PARENTS, SUBSIDIARIES AND AFFILIATES DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND TITLE.

THE COMPANY, ITS PARENTS, SUBSIDIARIES AND AFFILIATES, AND THE DIRECTORS, OFFICERS, EMPLOYEES, AND OTHER REPRESENTATIVES OF EACH OF THEM, SHALL NOT BE LIABLE FOR THE USE OF THE WEBSITE INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO THIS AGREEMENT.

LIMITATION OF LIABILITY

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EXHIBIT D

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EXHIBIT E



1. Evaluation

Showcase Your Trading Talents And Prove You Can Manage A Portfolio

Just Follow The Rules, Meet Your Profit Target, And You Get Funded

Enter the Evaluation and you will have as many days to reach the objective.

Upon successful completion of the Evaluation, you will be funded by our funding partners with the same Account Balance and Max Drawdown as the Evaluation you successfully completed.

Select Your Account	3 Lots	6 Lots	12 Lots
	\$25,000	\$50,000	\$100,000
Max Position Size	3 Lots	6 Lots	12 Lots
Daily Loss Limit	\$500	\$1,250	\$2,500
Max Drawdown	\$1,500	\$2,500	\$3,500
Profit Target	\$1,500	\$3,000	\$6,000
Monthly Price	\$125	\$150	\$300

15 Lots	25 Lots
\$150,000	\$250,000
15 Lots	25 Lots
\$3,500	\$4,500
\$5,000	\$5,500
\$9,000	\$15,000
\$350	\$650

Trade a minimum of **15 days**

Trade permitted **Products** and **Times**

Do not allow your Account Balance to hit or exceed the **Trailing Drawdown**

Hit or exceed Profit Target

The Evaluation monthly costs recur every 30 days from your sign up date until you meet your objective or you cancel your account.

* Didn't hit your target the first time? No problem! For \$100, you can reset your account starting balance and rules at anytime.

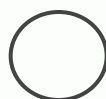
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2. Funding

Meet Your Objective, Get Funded By Our Partners. It's That Simple.

Once you've met your target and successfully passed through our Evaluation process, then you will be funded by our funding partners with the same Account Balance and Max Drawdown as your Evaluation

Keep **100%** of your first
\$8,000 in profits

Generous **80%** Profit Split,
with **80%** going to you

Trade anywhere at any time

Withdraw profits at any time

	3 Lots	6 Lots	12 Lots
Funded Account	\$25,000	\$50,000	\$100,000
Max Position Size	3 Lots	6 Lots	12 Lots
Daily Loss Limit	\$500	\$1,250	\$2,500
Max Drawdown	\$1,500	\$2,500	\$3,500
Profit Target	\$1,500	\$3,000	\$6,000

15 Lots	25 Lots
\$150,000	\$250,000

15 Lots	25 Lots
\$3,500	\$4,500
\$5,000	\$5,500
\$9,000	\$15,000

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* Note: Funded traders are responsible for their trading platform fees and data fee cost charged or incurred by the exchange.



EXHIBIT F


[Guidelines](#)

3. Evaluation Rules & Parameters

Evaluation Rules & Parameters

- Trade a minimum of **15 days**
- Trade permitted **products and times**
- Do not hit or exceed the **Daily Loss Limit**
- Do not allow the Account Balance to hit or exceed the **Trailing Max Drawdown**
- Adhere to the **Max Position Size**
- Hit or Exceed the **Profit Target**

	3 Lots	6 Lots	12 Lots	15 Lots	25 Lots
Funded Account	\$25,000	\$50,000	\$100,000	\$150,000	\$250,000
Max Position Size	3 Lots	6 Lots	12 Lots	15 Lots	25 Lots
Daily Loss Limit	\$500	\$1,250	\$2,500	\$4,000	\$5,000
Max Drawdown	\$1,500	\$2,500	\$3,500	\$5,000	\$5,500
Profit Target	\$1,500	\$3,000	\$6,000	\$9,000	\$15,000

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CFTC rule 4.41: Hypothetical or simulated performance results have certain limitations. Unlike an actual performance record, simulated results do not represent actual trading. Also, since the trades have not been executed, the results may have under-or-over compensated for the impact, if any, of certain market factors, such as lack of liquidity. Simulated trading programs in general are also subject to the fact that they are designed with the benefit of hindsight. No representation is being made that any account will or is likely to achieve profit or losses similar to those shown.

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3. What are the rules of the Evaluation?

Enter a question, keywo

What are the rules of the Evaluation?

You have to meet a certain profit target during the evaluation period, but you also have to demonstrate that you have proper risk management and trading skills during the process.

- Trade a minimum of **15 days**
- Trade permitted **products** and **times**
- Do not hit or exceed the **Daily Loss Limit**
- Do not allow the Account Balance to hit or exceed the **Trailing Drawdown**
- Adhere to the **Max Position Size**
- Hit or Exceed the **Profit Target**

	3 Lots	6 Lots	12 Lots	15 Lots	25 Lots
Funded Account	\$25,000	\$50,000	\$100,000	\$150,000	\$250,000
Max Position Size	3 Lots	6 Lots	12 Lots	15 Lots	25 Lots
Daily Loss Limit	\$500	\$1,250	\$2,500	\$4,000	\$5,000
Max Drawdown	\$1,500	\$2,500	\$3,500	\$5,000	\$5,500
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NOTICE: Thank you for your support and patience. We're experiencing unexpected launch delays as we're finalizing a few details so we can provide a great trading experience for our traders. We don't want to compromise the quality of our platform as we're working to finalize integrations with our systems. x

HOW DOES IT WORK?

WE KEEP IT SIMPLE!



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Talents And Prove You Can Manage A Portfolio

Just Follow The Rules, Meet Your Profit Target,
And You Get Funded

Successfully complete the Evaluation, and you will be funded by our funding partners with the same Account Balance and Max Drawdown as the Evaluation you successfully completed.

[CLICK HERE FOR HELP](#)

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Max Drawdown	\$1,500	\$2,500	\$3,500	\$5,000
Profit Target	\$1,500	\$3,000	\$6,000	\$9,000
Monthly Price	\$125	\$150	\$300	\$350

25 Lots
\$250,000
25 Lots
\$4,500
\$5,500
\$15,000
\$650

- ✓ Trade a minimum of **15 days**
- ✓ Trade permitted **Products** and **Times**
- ✓ Do not allow your Account Balance to hit or exceed the **Trailing Draw**

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Meet Your Objective, Get Funded By Our Partners. It's That Simple.

Once you've met your target and successfully passed through our Evaluation process, then you will be funded by our funding partners with the same Account Balance and Max Drawdown as your Evaluation

- ✓ Keep **100%** of your first **\$8,000** in profits
- ✓ Generous **80%** Profit Split, with **80%** going to you

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Max Drawdown	\$1,500	\$2,500	\$3,500	\$5,000

25 Lots
\$250,000
25 Lots
\$5,500

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\$150,000	\$250,000
15 Lots	25 Lots
\$3,500	\$4,500
\$5,000	\$5,500
\$9,000	\$15,000
\$350	\$650

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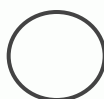
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15 Lots	25 Lots
\$150,000	\$250,000

15 Lots	25 Lots
\$3,500	\$4,500
\$5,000	\$5,500
\$9,000	\$15,000

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EXHIBIT G

HOW DOES IT WORK?

WE KEEP IT SIMPLE!

Your Account, Your Choice.

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Choose From A Variety Of Trading Account Sizes
Ranging From \$25,000 To \$250,000 With A 50%
Or 80% Profit Split Options


NOVICE

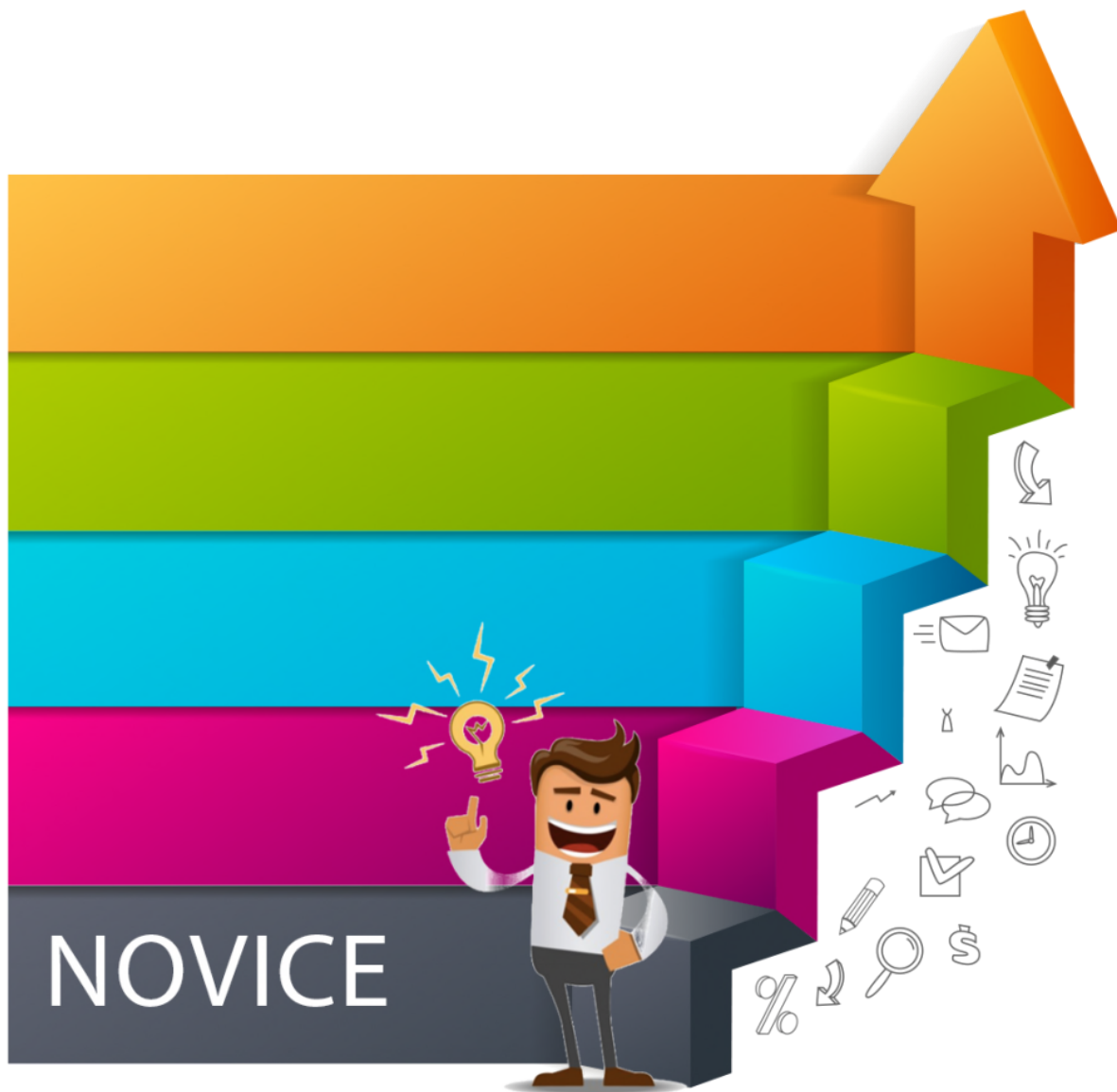
BEGINNER

ADVANCED

PROFESSIONAL

50% Profit Split	80% Profit Split
\$25,000 Account	\$25,000 Account
Max 3 Contracts	Max 3 Contracts
\$1,500 Profit Target	\$1,500 Profit Target
\$1,500 Max Drawdown	\$1,500 Max Drawdown
\$500 Daily Loss Limit	\$500 Daily Loss Limit
First \$5,000 100%	First \$8,000 100%
\$100 Account Reset	\$100 Account Reset
\$95 Monthly	\$125 Monthly

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Prove You Can Manage An Account

Simply Follow The Rules And Hit Your Profit Target



TRADING DAYS

You must trade a minimum of 15 trading days to be eligible for placement with our funding partners. Holidays and Weekends are not included.



PERMITTED PRODUCTS

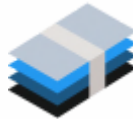
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Permitted products: 6A 6B 6C 6E 6N 6J 6S CL E7 EMD ES GC GE GF HE HG HO LE NG
NKD NQ PL QI QG QM QO RB SI UB YM ZB ZC ZF ZL ZM ZN ZS ZT ZW



PERMITTED TIMES

All positions MUST be closed by 3:00 PM CST. Trading day starts at 5 PM CST and ends at 3 PM CST (not including holidays and weekends)



MAX POSITION SIZE

Your maximum position size is based on the account size you choose, and this is the maximum allowable open positions across all products at any given time.



PROFIT TARGET

Your required profit is based on the account you choose. It is the minimum amount of net profits needed for placement with our funding partners.



DAILY LOSS LIMIT

Your Net PnL cannot hit or exceed this amount in any trading day. Your positions may be flattened and any further trading for the day will be halted till n

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TRAILING DRAWDOWN

Do not allow your Account Balance to hit or exceed this amount. The Trailing Drawdown will increase a defined distance as your account balance increase.



CONSISTENCY

Traders must demonstrate the ability to trade in a consistent and regular trading pattern throughout the entire Evaluation.

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3. Trading

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Your Preferred Trading Platform



Over 18 Trading Platforms To Choose From

NINJA TRADER

SIERRA
CHART

agena/trader
trade/escort

InsideEDGE
TRADER

INVESTOR
R

iTrader

R|Trader

R|Trader Pro

MotiveWave
Analyze. Trade. Evolve.

MULTI CHARTS
Raising The Trading Standard

PHOTON
TRADER

QScalp

QST
Quick Screen Trading
The Ultimate Trading Tool

SCALPTOOL

TRACK'N TRADE
Elevate Your Trading

TRADE
NAVIGATOR
BY GENESIS FINANCIAL TECHNOLOGIES

VOLFIX.NET
Ultra Transparent Market

MarketDelta
TRADER

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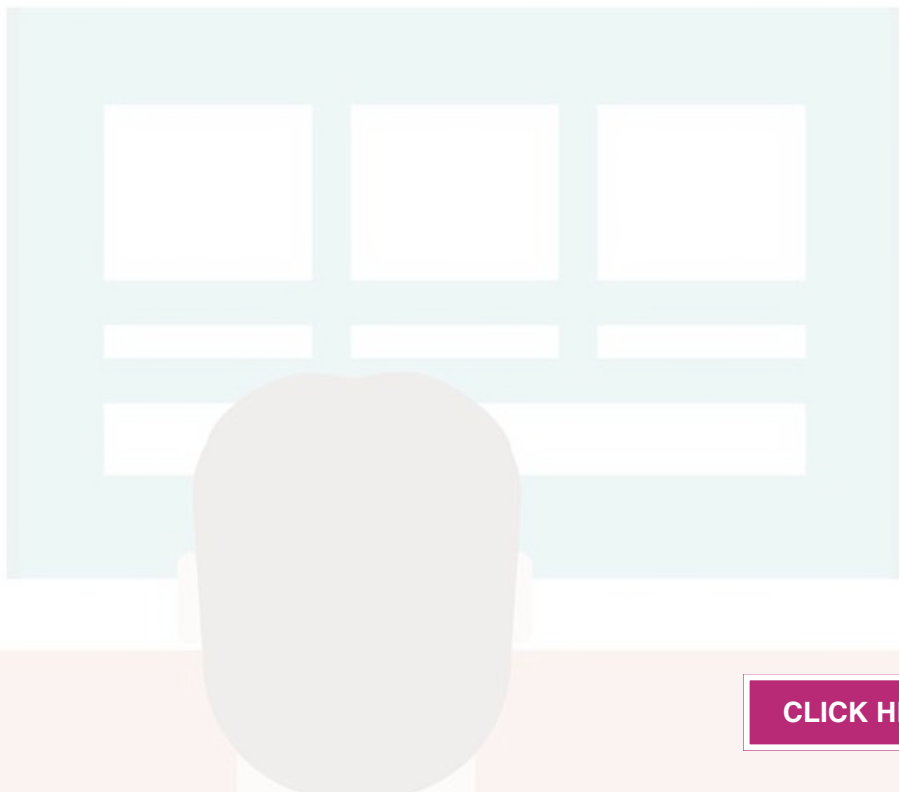
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Share, Chat, And Analyze



Communicate, Share, And Discuss Ideas With
Like-Minded Traders To Accomplish The Same
Goals



[CLICK HERE FOR HELP](#)

OneUp Trader

Select Channel All Markets

Japanese Yen: +0.0850%
S&P 500: 2394.75 (+0.06%)
Nasdaq: 5675.00 (-0.02%)
MiniDow: 20879.00 (-0.13%)
30Yr Bond: 150.59375 (-0.10365%)
10Yr Bond: 124.8125 (-0.0125%)
Crude Oil: 47.29

MAIN NAVIGATION

- Social Dashboard
- Account Analytics
- Upgrade Account

What's on your mind?

Photos Location All Markets Post

CHAT #All Markets #undefined

Test User show all

OneUpTrader Support: This is the chat area and it can be customized based on Channel at less than a minute

OneUpTrader Support: Select Channel you want at less than a minute

OneUpTrader Support: All Markets at less than a minute

OneUpTrader Support: Indices at less than a minute

OneUpTrader Support: Etc. at less than a minute

Write a comment

Movers And Shakers

Index name	Last price	Change	Change (%)	Days Range
S&P 500	2398.87	1.95	0.08	2392.79 - 2399.64
NASDAQ Composite	6128.2	7.62	0.12	6103.87 - 6129.74
FTSE 100	7385.24	43.03	0.59	7331.30 - 7398.58
DAX	12757.46	8.34		
CAC 40	5400.46	2.45		

CLICK HERE FOR HELP LIVE CHAT

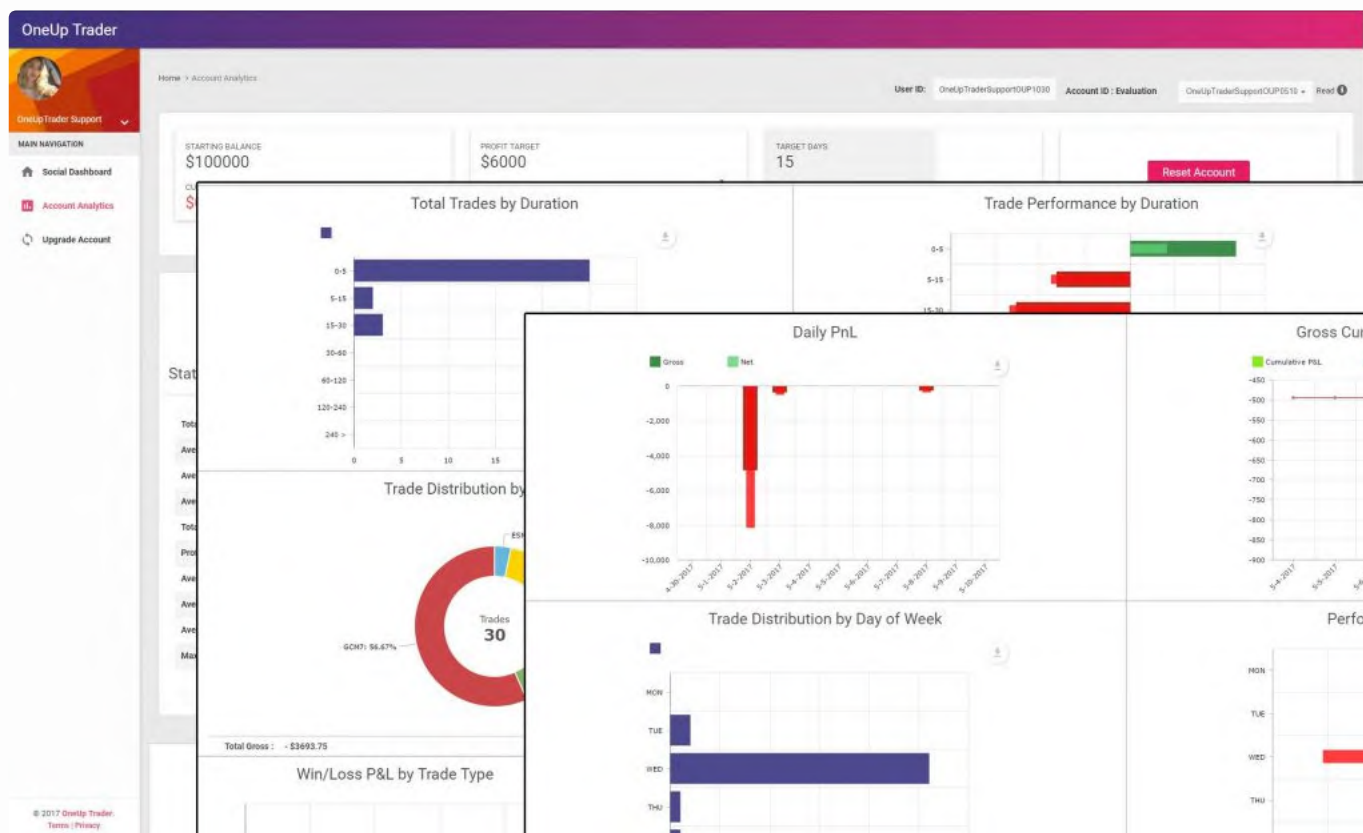
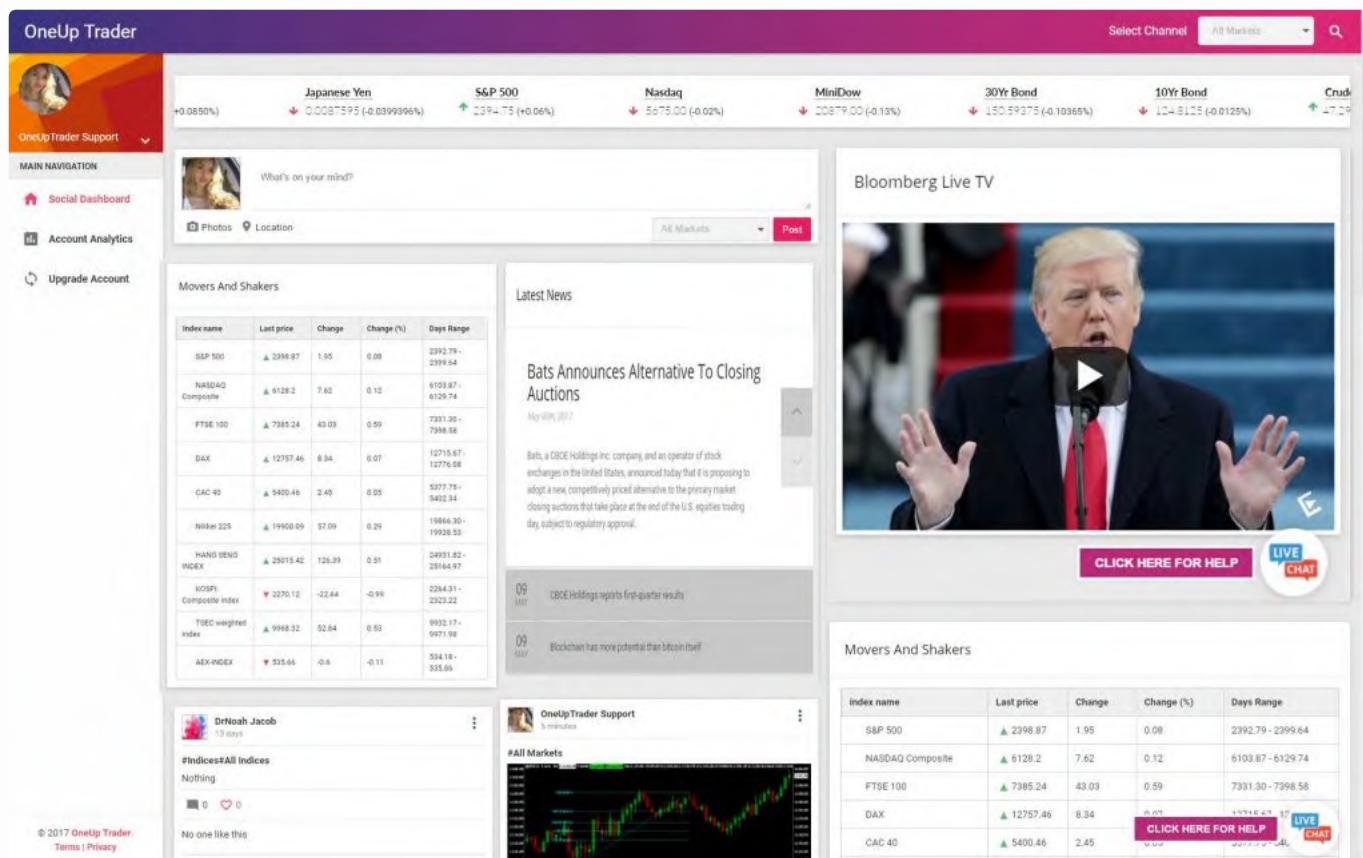
Social Dashboard

- ✓ Post, Share, and Follow fellow traders within the community
- ✓ Multiple Trading Channels
- ✓ Live Community Chat
- ✓ Account Analytics

Industry News

- ✓ Streaming Quotes and News
- ✓ Economic Calendars
- ✓ Market Movers and Shakers
- ✓ Live TV Streaming

[CLICK HERE FOR HELP](#)



Account Analytics

✓ Advanced Trading Statistics

CLICK HERE FOR HELP

- ✓ Daily Updates with Detailed Trade Analysis
- ✓ Visual In Depth Statistics
- ✓ Target Goal Metrics

Start Your Free Trial



Follow The Rules, Hit Your
Target, Get Funded

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EXHIBIT H

Evaluation Rules & Parameters

- Trade a minimum of 15 days
- Trade permitted products and times
- Do not hit or exceed the Daily Loss Limit
- Do not allow the Account Balance to hit or exceed the Trailing Max Drawdown
- Adhere to the Max Position Size
- Hit or Exceed the Profit Target

	3 Lots	6 Lots	12 Lots	15 Lots	25 Lots
Funded Account	\$25,000	\$50,000	\$100,000	\$150,000	\$250,000
Max Position Size	3 Lots	6 Lots	12 Lots	15 Lots	25 Lots
Daily Loss Limit	\$500	\$1,250	\$2,500	\$4,000	\$5,000
Max Drawdown	\$1,500	\$2,500	\$3,500	\$5,000	\$5,500
Profit Target	\$1,500	\$3,000	\$6,000	\$9,000	\$15,000

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OneUp’s Rules & Parameters (Help Page)

Trading Combine® Rules

- Trade a minimum of 10 days
- Only trade during permitted times
- Do not hit or exceed the Daily Loss Limit
- Do not allow your Account Balance to hit or exceed the Trailing Max Drawdown

	\$30K	\$50K	\$100K	\$150K
Starting Balance 0				
Max Position Size 0	3 Lot	5 Lot	10 Lot	15 Lot
Daily Loss Limit 0	\$500	\$1,000	\$2,000	\$3,000
Max Drawdown 0	\$1,500	\$2,000	\$3,000	\$4,500
Profit Target 0	\$1,500	\$3,000	\$6,000	\$9,000
Price Per Month 0	\$150	\$165	\$325	\$375

TST’s Trading Combine® Rules (Help Page)

Trading Combine® Rules

- Trade a minimum of **10 days**
- Only trade during **permitted times**
- Do not hit or exceed the **Daily Loss Limit**
- Do not allow your Account Balance to hit or exceed the **Trailing Max Drawdown**

What are the rules of the Evaluation?

You have to meet a certain profit target during the evaluation period, but you also have to demonstrate that you have proper risk management and trading skills during the process.

- Trade a minimum of **15 days**
- Trade permitted **products and times**
- Do not hit or exceed the **Daily Loss Limit**
- Do not allow the Account Balance to hit or exceed the **Trailing Drawdown**
- Adhere to the **Max Position Size**
- Hit or Exceed the **Profit Target**

	3 Lots	6 Lots	12 Lots	15 Lots	25 Lots
Funded Account	\$25,000	\$50,000	\$100,000	\$150,000	\$250,000
Max Position Size	3 Lots	6 Lots	12 Lots	15 Lots	25 Lots
Daily Loss Limit	\$500	\$1,250	\$2,500	\$4,000	\$5,000
Max Drawdown	\$1,500	\$2,500	\$3,500	\$5,000	\$5,500
Profit Target	\$1,500	\$3,000	\$6,000	\$9,000	\$15,000

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OneUp's Evaluation Rules (Help Page)

Trading Combine® Parameters

If you adhere to the **rules**, and meet the profit target, you'll advance to Funded Trader Preparation™. Upon successful completion of Funded Trader Preparation, you're guaranteed a Funded Account™.

Starting Balance	\$30K	\$50K	\$100K	\$150K
Max Position Size	3 Lot	5 Lot	10 Lot	15 Lot
Daily Loss Limit	\$500	\$1,000	\$2,000	\$3,000
Max Drawdown	\$1,500	\$2,000	\$3,000	\$4,500
Profit Target	\$1,500	\$3,000	\$6,000	\$9,000
Price Per Month	\$150	\$165	\$325	\$375
	Get Started	Get Started	Get Started	Get Started

TST's Trading Combine® Parameters (Help Page)



3. Can I reset my account?

Enter a question, keyword

Can I reset my account?

You may reset your account at anytime for \$100. Simply login to your dashboard and click Reset My Account and you're all set. You can also start a new trial membership and entirely new account. Account resets are processed after Market Close (3:00 PM CST) and take effect at start of next trading day (5:00 PM CST)

Was this article helpful? [Yes](#) / [No, I want to contact support](#)

OneUp's Reset FAQ (Help Page)

TOPSTEPTRADER

Sign in

[TopstepTrader](#) > [Dashboard](#) > [FAQ](#)

Search

Articles in this section



How do I reset my account?

You may reset your Trading Combine at any time for \$100 by clicking on the "Reset Account" button on your Trade Report. This will reset your starting balance and rules, but will not affect your monthly billing schedule.



Have more questions? [Submit a request](#)

TST's Reset FAQ (Help Page)

Enter the Evaluation and you will have as many days to reach the objective.

Upon successful completion of the Evaluation, you will be funded by our funding partners with the same Account Balance and Max Drawdown as the Evaluation you successfully completed.

Select Your Account	3 Lots	6 Lots	12 Lots
	\$25,000	\$50,000	\$100,000
Max Position Size	3 Lots	6 Lots	12 Lots
Daily Loss Limit	\$500	\$1,250	\$2,500
Max Drawdown	\$1,500	\$2,500	\$3,500
Profit Target	\$1,500	\$3,000	\$6,000
Monthly Price	\$125	\$150	\$300

OneUp's Description of its Evaluation (How it Works Page)

Enter the Trading Combine and you will have as many days as you need to reach the objective (below). The Trading Combine subscription cost recurs monthly from the sign up date, until the objective is met or the account is canceled.

You may reset this account at any time for \$100 by clicking on the "Reset" button on your Trade Report. This will reset your starting balance and rules, but will not change your monthly billing date.

You will be funded with the same Daily Loss Limit and Max Drawdown as the Trading Combine you successfully complete.

Starting Balance ⓘ	\$30K	\$50K	\$100K	\$150K
Max Position Size ⓘ	3 Lot	5 Lot	10 Lot	15 Lot
Daily Loss Limit ⓘ	\$500	\$1,000	\$2,000	\$3,000
Max Drawdown ⓘ	\$1,500	\$2,000	\$3,000	\$4,500
Profit Target ⓘ	\$1,500	\$3,000	\$6,000	\$9,000
Price Per Month ⓘ	\$150	\$165	\$325	\$375

TST's Description of its Trading Combine® (Learn How Page)

Trade a minimum of **15 days**

Trade permitted **Products** and **Times**

Do not allow your Account Balance to hit or exceed the **Trailing Drawdown**

Hit or exceed Profit Target

- ✓ Trade a minimum of 10 days
- ✓ Only trade during **permitted times**
- ✓ Do not hit or exceed the **Daily Loss Limit**
- ✓ Do not allow your Account Balance to hit or exceed the **Trailing Max Drawdown**



Profit Target
\$1,500

OneUp's Rules for its Evaluation (How it Works Page)

TST's Rules for its Trading Combine® (Learn How Page)